

ATTACHMENT B

ISTATION PRIVACY STATEMENT under the Statewide Kansas Reading Success Program

This privacy statement (this “**Privacy Statement**”) is incorporated in, and subject to, the Terms of Use and Service (the “Terms”) for Imagination Station, Inc. (“Istation”). Please refer to the [Terms](#) for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages the participating school or school district (“participant”) to read this Privacy Statement carefully.

Istation is committed to protecting participant privacy and that of students while providing participant with the most useful and enjoyable experience possible. We strongly believe in protecting the privacy of any personally identifiable information provided to us. We also believe it is important to inform participants about how we will use personal data.

For purposes of this Privacy Statement, references to “You” or “Your” mean (i) staff in their individual capacity, (ii) your company (“Your Company”), which may be a school or school district, and (iii) authorized users of Your Company, who are, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the “Authorized Users”).

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below (the “Contact Information”):

Email: info@Istation.com

Write to us at:

info@Istation.com

The Imagination Station, Inc. DBA Istation
8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 214-237-9300
Fax: 972-643-3441

Istation will only collect, store, and use Your personal information for defined purposes, such as to provide access to, and use of, the Resources and to provide customer service and support. Istation will not sell Your personal information to any unaffiliated third party, except pursuant to a sale of all or substantially all of Istation’s assets or pursuant to any business combination (such as a merger) to which Istation is a party. At any time You may contact Istation with any privacy questions or concerns that You may have using the Contact Information above.

What information is Collected from You?

Istation collects information about You in two ways: (i) when You voluntarily give or submit the information to Istation and (ii) when You access and/or use the Resources. All information that Istation collects about You is defined as “Collected Information.” Examples of Collected Information include, but are not limited to:

- Personal information, such as school names and school district names, first and last names, and identification numbers issued by schools and school districts (including teacher numbers and administrator numbers, students numbers or ID);
- Contact information, such as email addresses, mailing addresses, and phone numbers;
- Responses, such as responses to interactive activities and assessments and other Resource-related responses;
- Security information, such as usernames, passwords, and password hints;
- Resource-use behavior, such as pages visited, downloads, or searches requested;
- Browser information, such as browser version, IP address, and presence of various plug-ins and tools; and

All Collected Information falls into one of two categories: (i) "Participant information" or (ii) "Unlimited-Use Information."

Participant Information:

Personally Identifiable Information consists of the following information (and does not extend to any other Collected Information):

- School names and school district names;
- First and last names;
- Identification numbers issued by schools and school districts (including teacher numbers, administrator numbers, and student numbers);
- Email addresses and mailing addresses;
- Phone numbers;
- Resource use results but only to the extent such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school, (iv) schools within an identified school district, (v) schools, or (vi) school districts (collectively "Identifiable Use Results"). For example, Identifiable Use Results include the following:
 - Resource use result for all students in Teacher "X"'s class;
 - Resource use results for all third graders attending School "Y"; and
 - Resource use results for all grade schools within School District "Z."

Note, however, that Identifiable Use Results do not include the following, among other things:

- Resource use results for geographic regions that do not identify a specific school or school district (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory (whether officially or unofficially defined), like North Texas or the state of Texas, or (iii) within a metropolitan area, like Dallas-Fort Worth).

Unlimited-Use Information:

Unlimited-Use Information is all Collected Information other than Participant. For clarity, all Resource use results that are not Identifiable Use Results are considered Unlimited-Use Information.

How is Collected Information Used and Disclosed?

Participant Information:

Istation is permitted to use and disclose Personally Identifiable Information as follows:

- Istation is permitted to use Personally Identifiable Information in furtherance of the Resources, including (i) to communicate announcements about the Resources and to provide information about the Resources, such as usage of the Resources, (ii) to capture and analyze Demographic Data regarding the Resources, and (iii)

to track students' usage of the Resources over time, such as performance metrics collected over multiple school years.

- Istation is permitted to use Personally Identifiable Information for Istation's internal purposes.
- Istation is permitted to use Personally Identifiable Information to send You updates, promotional/advertising materials, and newsletters relating to the Resources and Istation's products and services or to otherwise target specific services or offers to You. If You want to stop receiving promotional/advertising materials from Istation, then You have the option to unsubscribe.
- Istation is permitted to use Personally Identifiable Information to respond to Your questions or comments.
- Istation is permitted to use Personally Identifiable Information to customize content within the Resources, to make the Resources better, to improve the Resources' functionality, and to develop new products and updates.
- Istation may use Personally Identifiable Information in combination with Unlimited-Use Information.
- Istation is permitted to use and/or disclose Personally Identifiable Information when Istation has Your consent.
- Istation is permitted to disclose Personally Identifiable Information to Istation's employees.
- Istation is permitted to disclose Personally Identifiable Information to third parties, including contractors, vendors, and service providers, that assist with the Resources.
- Istation is permitted to disclose Personally Identifiable Information to Authorized Users as determined by the school at issue or the school district at issue. Generally, but subject to determination by the school at issue or the school district at issue, (i) a teacher may only see Personally Identifiable Information of students in the teacher's classroom, (ii) a principal may only see Personally Identifiable Information of those students and teachers in the principal's school, and (iii) a school district level administrator may only see Personally Identifiable Information of those students and teachers in the administrator's school district.
- Istation is permitted to disclose Identifiable Use Results to third parties when Istation has the consent of the school at issue or the school district at issue so long as the Identifiable Use Results do not identify any student.
 - For clarity, no consent of a student or a parent or guardian of a student is required for Istation to disclose Identifiable Use Results to third parties that do not identify any student. Any disclosure of Identifiable Use Results to third parties that identify any student require the consent of both (i) the school at issue or the school district at issue and (ii) each student at issue or a parent or guardian of each student at issue.
- Istation is permitted to disclose Personally Identifiable Information if Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, anyone else, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) risk management purposes, (iv) comply with, or respond to, a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (v) investigate a possible crime, such as fraud or identity theft.
- Istation is permitted to disclose Personally Identifiable Information in connection with the (actual or potential) sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation.
- Istation is permitted to **aggregate** Personally Identifiable Information for any and all purposes.

Except as described in, or permitted by (state and federal law), Istation will obtain Your permission before Istation discloses Participant information to third parties.

Unlimited-Use Information:

Istation is permitted to use and disclose, without restriction or limitation, all Unlimited-Use Information (including Personally Identifiable Information that has been de-identified and Demographic Data) in Istation's sole discretion. Without limiting the generality of the foregoing sentence, Istation reserves the right to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, repurpose, translate, aggregate, and create derivative works of the Unlimited-Use Information for any and all purposes. For example, Istation may use and disclose Unlimited-Use Information (i) to monitor, maintain, and improve the functionality of the Resources, (ii) to make the Resources more responsive to the needs of the visitors and users of the Resources, (iii) to improve Your experience within the Resources and with respect to the Resources, (iv) for historical, statistical, scientific, demographic, geographic, and other purposes, and (v) for responding to surveys or seeking responses to surveys.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted by functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. You should check with your school and/or school district to determine Your rights (if any) to access and change Personally Identifiable Information.

Website Security

Istation recognizes Istation's responsibility to protect the information You entrust to Istation. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, and encryption technologies. The information You send Istation via the Website may be encrypted, a process used to scramble information making it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information.

Resource Security

Istation has taken steps to ensure that Personally Identifiable Information is secure, including limiting access to Istation's database servers as well as password protections that guard against unauthorized access. Student usage information and passwords are encrypted and stored on each local computer. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information are stored on a secure database. Access to Personally Identifiable Information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation. Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third-Party Sites

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by the operators of those Third Party Sites before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You

that may also send “cookies.” Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation’s visitors.

Student information

I. PURPOSE. The purpose of this section is to document the terms under which the Participant is authorized to release to Istation student data for administering the Statewide Kansas Reading Success Program, and to designate Istation as the authorized representative of the Participant consistent with applicable state and federal laws concerning access to and confidentiality of student data and record information including the Student Data Privacy Act (SDPA) and the Family and Educational Right to Privacy Act (FERPA). As described herein, Istation as the Participant’s authorized representative, may have temporary access to student data in the custody of the Participant for use in the tasks identified in this Agreement, and under the terms and conditions described in this Agreement and any addenda to it.

II. AUTHORITY. Consistent with the Kansas Student Data Privacy Act (SDPA), the Participant may disclose, without written consent, student data submitted to and maintained by the Participant to the authorized personnel of any state agency, or to a service provider of a state agency, educational agency or school who is engaged to perform a function of instruction, assessment or longitudinal reporting.

Consistent with the federal Family Educational Rights and Privacy Act (FERPA), the Participant may disclose personally identifiable information from students’ education records to its authorized representative without written consent for use in studies initiated or approved by the Participant in connection with an audit or evaluation of Federal or State supported education programs, or enforcement of, or compliance with, Federal legal requirements relating to such programs. 34 CFR § 99.31(a)(3), 20 U.S.C. § 1232g(b)(3). The Participant may also disclose personally identifiable information to its authorized representative without written consent for the purpose of conducting studies for or on behalf of the Participant, schools, school districts or postsecondary institutions in order to develop, validate or administer predictive tests, administer student aid programs, or improve instruction. 34 CFR § 99.31(a)(6) and §§ 99.35; 20 U.S.C. § 1232g(b)(1)(F).

III. TERMS AND CONDITIONS. To effect the transfer of student data and information that is subject to State and Federal confidentiality laws and to ensure that the required confidentiality of student data and personally identifiable information shall always be maintained, Istation agrees to:

1. In all respects comply with the provisions of the SDPA. For the purposes of this Agreement and the specific project conducted pursuant to this Agreement and described in addenda to it, the SDPA includes any amendments or other relevant provisions of state law. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student data and student record information in a manner not allowed pursuant to Kansas law or regulation.
2. In all respects comply with the provisions of FERPA. For the purposes of this Agreement and the specific project conducted pursuant to this Agreement and described in addenda to it, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of 34 CFR Part 99 and 20 U.S.C. § 1232g. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student data and student record information in a manner not allowed pursuant to Federal law or regulation.
3. Use data shared under this Agreement for no purpose other than the Statewide Kansas Reading Success Program described in the attached Contract Award, and as authorized pursuant to the SDPA and FERPA under 34 CFR §§ 99.31(a)(6) and 99.35; or 34 CFR § 99.31(a)(3). Nothing in this Agreement or the addenda shall be construed to authorize Istation to have access to additional data from the Participant that is not included in the scope of this Agreement or under the terms of the project described in the Contract Award, or to govern access to the data by entities other than the Parties. Istation further agrees not to share data received under this Agreement and addenda with any other entity, contractors and agents of any kind without prior written approval from the Participant. Istation understands that this Agreement does not convey ownership of data to Istation
4. Require all employees, entities, contractors and agents of any kind to comply with this Agreement, and all applicable provisions of the SDPA, FERPA and other federal and state laws with respect to the data and

information shared under this Agreement. Istation agrees to require of and obtain and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Privacy Statement. Nothing in this section authorizes Istation to share data and information provided under this Agreement and addenda with any other individual or entity for any purpose other than completing Istation's work as authorized by the Participant consistent with this Agreement and addenda to it. The Participant or its agents may upon request review the records required to be kept by Istation pursuant to this section.

5. Within fourteen (14) days upon signing of this Agreement, Istation shall make available online to the Participant a list of the Istation and Fort Hays State University employees who are authorized to have access to data provided by the Participant pursuant to this Agreement. This list shall include name(s), mailing address, telephone number, fax number and e-mail address. Along with the list, Istation must provide proof that each individual has completed a SDPA/FERPA training within the last calendar year, and a copy of an affidavit of nondisclosure or other documentation indicating their individual agreement to comply with this Agreement, and applicable state and federal laws.

6. Provide the Participant and the Kansas State Department of Education (KSDE) with periodic status reports during the project term as described in the Contract Award. Status reports shall include but not be limited to progress of the project relative to established deadlines. Istation shall provide the Participant with immediate written notice of any changes to project protocols except as consistent with this Agreement and any addenda to it.

7. Maintain all data received pursuant to this Agreement in a secure location, separate data from all other data files, and not copy, reproduce or transmit data obtained pursuant to the Contract Award except to its own agents acting for or on behalf of the Participant and as necessary to fulfill the purpose of the project described in the Contract Award. Transmission of data must be by SECURE electronic systems and/or networks. Istation agrees to provide to the Participant information about the technical storage solution if requested. Istation agrees to never place data on an unencrypted flash drive, compact disc, laptop, mobile device or other similar device unless the Participant first provides prior written permission. All copies of data of any type derived from or otherwise related to data provided under this agreement, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Privacy Statement and in the same manner as the original data disclosed by the Participant to Istation. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Istation to any other individual, institution or entity without prior approval.

8. Not disclose data contained under the Agreement or in any manner that could identify any individual student, except as authorized by the SDPA and FERPA, to any entity other than the Participant, or authorized employees, contractors and agents of Istation working as the Participant's authorized representative on the project approved by the Participant consistent with this Agreement and described in the Contract. Persons participating in approved projects on behalf of the Parties under this Agreement shall neither disclose or otherwise release data and reports relating to an individual student, nor disclose information relating to a group or category of students without ensuring the confidentiality of students in that group. Publications and reports of this data and information related to it, including preliminary project descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student. No report of these data containing a group of students less than the minimum of ten (10) as determined by the Participant shall be released to anyone other than the Participant. In addition to utilization of this minimum group size reporting rule, Istation shall utilize other statistical methods to protect student identity such as the methods described in the Statewide Longitudinal Data Systems (SLDS) Technical Brief 3 published by the National Center for Education Statistics. Istation shall require that all employees, contractors and agents working on this project abide by that statistical cell size as well as other statistical methods to protect student identity.

9. Except as allowed by paragraph 1.29 of the Contract Award, Istation shall destroy all data obtained under this Agreement and addenda to it when no longer needed for the purpose of this Agreement or upon expiration of this Agreement, whichever occurs first. Nothing in this Agreement authorizes Istation to maintain data beyond the time period reasonably needed to complete the project described in the addenda to this Agreement. Destruction of all data shall comply with the National Institute of Standards and Technology Special Publication (NISTSP) 800-88 standards of data destruction, in compliance with the provisions of the SDPA. FERPA also requires that Istation destroy all data obtained under this Agreement and addenda in compliance with 34 CFR §§

99.31(a)(6)(iii)(b) and 99.35(b)(2). Istation agrees to require all employees, contractors, or agents of any kind to comply with this provision. Istation agrees to notify the Participating districts/schools within 30 days of the termination of this Agreement attesting to the destruction of any data obtained under this Agreement. Neither Istation nor other entity is authorized to continue research using data obtained pursuant to this Agreement upon the termination of the Agreement and the project described in addenda to it.

10. Cooperate with any Participant and/or independent on-site inspections and audits to ensure that the safeguards described above are maintained by Istation. The Participant reserves the right to conduct audits of Istation policies, procedures and systems that are involved in processing and/or safeguarding the data obtained under this Agreement.

11. Report to the Participant, within one hour of learning, of any incident or suspected incident involving data obtained pursuant to this Agreement whose confidentiality was breached or is believed to have been breached, or disclosed without authorization or believed to have been disclosed without authorization. This initial notification must be by a phone call to the Participant's security representative (Attachment B) with a detailed follow up via letter within two (2) days to the Participant's security representative. Istation will cooperate with the Participant in all follow-up activities of the Participant, including but not limited to responding to questions, interview of the parties involved, notification of each affected student, if an adult, or the parent or legal guardian of the student, if a minor, of the breach or unauthorized disclosure. Istation will cooperate with the Participant's investigation into the causes and consequences of the breach or unauthorized disclosure.

12. Provide electronic access and upon request, paper copy to the Participant and KSDE with the final versions of all approved, released reports and other documents associated with this project. The Participant and KSDE reserve the right to distribute and otherwise use the final approved, released report and associated documents as it wishes, in sum or in part.

Effective September 2015